

City of Milpitas, California

**BUDGET CHANGE FORM**

**RA8**

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one: <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	391-9518157153585	\$13,120	391-951815774800	\$13,120

**Explain the reason for the budget change:**

On March 25, 2004, the City Council awarded a consultant contract to JMH Weiss, Inc. to provide base mapping, utility mapping, and to design street improvements on Abel Street from Weller Lane to Great Mall Parkway to address the appropriate upgrades and additions required to create a boulevard corridor on Abel Street.

Staff recommends that JMH Weiss perform additional consulting services within the project boundary. Services will include update traffic signal design, evaluation of value engineering options, revise sanitary sewer siphon design at Hetch-Hetchy, and attend design coordination meetings. Staff has negotiated a fee for these services not to exceed \$13,120, which is considered reasonable for the work. An additional budget appropriation is necessary for this work. Funds are available from the County/City/KB Infrastructure fund.

Approve a budget appropriation of \$13,120 from the Infrastructure Fund (escrow account) to provide additional consulting services for CP 8157, Abel Street Midtown Improvements.

☒ Check if City Council Approval required.

Meeting Date: November 7, 2006

Itemization of funds, if needed:	Amount

Requested by:	Division Head:	Date:
	Department Head:	Date:
Reviewed by:	Finance Director: <i>Tom C. Hall</i>	Date: 10/30/06
Approved by:	City Manager:	Date:

Date approved by City Council, if required:

Confirmed by:

Project No: 8157  
Project Name: Abel Street Midtown Improvements

## ***-PRELIMINARY-***

### **AMENDMENT TO AGREEMENT No. 10** **FOR CONSULTATION AND OTHER SERVICES**

This Amendment is entered into this 17<sup>th</sup> of May 2006 by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and JMH Weiss, Inc. (hereafter referred to as "CONSULTANT").

#### **RECITALS**

WHEREAS, the parties entered into an Agreement for professional mapping, survey, and utility engineering design services for Abel Street as part of the improvement of Midtown on March 25, 2004; and

WHEREAS, the parties entered into an Agreement Amendment #2 to allow CONSULTANT to provide professional topographic and ALTA Survey services on the parcel proposed as the location of the New Senior Housing and Medical Center on June 28, 2004. The parcel is located along the west side of North Main Street, south of Weller Avenue, and behind the City owned DeVries house.

WHEREAS, the parties entered into an Agreement Amendment #3 to provide professional traffic consulting services for North Main Project area (New Library, Parking Structure, Proposed Senior Housing and Proposed Medical Office Building), Serra Way between Calaveras Blvd and South Main Street, Abel Street Development and KB Homes Development at Abel Street on June 28, 2004.

WHEREAS, the parties entered into an Agreement Amendment #4 to provide professional traffic consulting services for Abel Street at Serra Center and 330 South Abel Street on September 10, 2004.

WHEREAS, the parties entered into Agreement Amendment #5 to provide professional engineering services to design Opticom Interconnect Systems along Abel Street at Weller Lane, Serra Way, Corning Avenue and Curtis Avenue and to conduct turning movement counts at Abel Street and Junipero Drive; to provide boundary, topographic, and utility survey in Curtis Avenue and a video inspection of the sewer and storm within Abel Street; to provide construction drawings for sanitary sewer upgrades in Abel Street and Curtis Avenue; to provide utility undergrounding master plan; and to provide a landscape concept plan for portions of Abel Street on October 19, 2004.

WHEREAS, the parties entered into Agreement Amendment #6 to pothole certain utilities along Abel Street to identify their precise locations on March 23, 2005.

WHEREAS, the parties entered into Agreement Amendment #7 to provide professional engineering services to redesign the modification of existing traffic

signals at the signalized intersections along Abel Street at Weller Lane, Serra Way, Junipero Drive, Corning Avenue and Curtis Avenue; design the signal interconnect along Abel Street; provide foot-candle calculations for the five (5) signalized intersections; design the retaining wall to support the new sidewalk along Lower Penitencia Creek from Great Mall Parkway to the southern Elmwood Correctional Facility driveway; prepare PSUE documents for relocated traffic controller pads; revise street light circuit design; provide additional electrical services; coordination of SCVWD improvements; provide mapping and lot line adjustments for the Health Center and Senior Housing projects; attend project management meetings; and reimbursable for printing, reproductions, deliveries, and mileage on August 5, 2005.

WHEREAS, the parties entered into Agreement Amendment #8 to provide professional engineering services to perform Value Engineering and redesign the curb/gutter and root barrier on both sides of Abel Street from Weller Lane to Great Mall Parkway; perform Value Engineering, coordinate and revise the Joint Trench design on the west side of Abel Street from Weller Lane to Calaveras Blvd, immediately north of Corning Ave., and immediately south of Sylvia Ave; research existing utility easement and prepare PSUE documents for the under grounded overhead utilities at APN 022-08-033; attend design coordination meetings; and reimbursable for printing, reproductions, deliveries, and mileage.

WHEREAS, the parties entered into Agreement Amendment #9 to provide professional engineering services to update the previously approved photometric study; perform additional geotechnical services for work in the creek channel; prepare an exhibit for possible bus turnout on Curtis Ave; prepare various legal documents and exhibit associated with the senior housing project on Main St; prepare a transition striping exhibit for project phasing near the Corning Ave intersection with Abel St; attend design coordination meetings; and reimbursable for printing, reproductions, deliveries, and mileage.

WHEREAS, the parties now desire to amend the Agreement #10 to provide professional engineering services to update the previously approved traffic signal design sheets due to field changes for XO utility coordination; perform additional geotechnical services for the evaluation of value-engineering options for pavement reconstruction; revise previously approved sanitary sewer siphon design at the Hetch-Hetchy waterline crossing; perform value engineering for median curbs and landscape subdrains; attend design coordination meetings; and reimbursable for printing, reproductions, deliveries, and mileage.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:  
The term of this Agreement shall begin on the date first noted above and shall end on **May 30, 2006**.
2. Section 1, entitled "Services" is amended by adding Exhibit "**A-10**", which is attached hereto and incorporated by reference herein.

3. Section 2, entitled "Compensation" is amended to add Exhibit "**B-10**", which is attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section: The compensation for the services set forth in Exhibits "**A-10**" is a "Cost Not To Exceed" amount. The total maximum amount of compensation to be paid for the tasks outlined in Exhibit "**B-10**" shall be **\$ 13,120.00**
4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **March 25, 2004**, between **JMH Weiss, Inc.** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

\_\_\_\_\_  
City Engineer as to Content

\_\_\_\_\_  
Kevin R. Weiss P.E, P.L.S.  
*President*  
JMH Weiss, Inc.

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney as to Form

ATTESTED BY:

\_\_\_\_\_  
City Clerk

## **EXHIBIT A-10**

JMH Weiss, Inc. agrees to perform the items, as requested by the City as stated below.

### **Task 1 Perform Update to Traffic Signal Design**

TJKM (as sub-consultant to JMH Weiss, Inc.) and JMH Weiss will perform updates to the previously approved traffic signal design plans to accommodate the field changes due to the XO utility coordination.

### **Task 2 Perform Additional Geotechnical Services for Alternate Pavement Sections**

Lowney Associates (as sub-consultant to JMH Weiss, Inc.) and JMH Weiss will perform additional services to revise pavement repair sections as a result of using alternative paving material as a value-engineering effort. Limits for this scope to be from Corning Ave to Great Mall Pkwy only.

### **Task 3 Perform Revision to Sanitary Sewer Siphon Design**

Coordinate and prepare revisions to the previously approved sanitary sewer siphon design the Hetch-Hetchy waterline crossing resulting from contractor coordination and field conditions.

### **Task 4 Perform Value Engineering Revisions to Plans**

Prepare revisions to previously approved construction details in a value-engineering effort. Revisions include modifying concrete median curb detail and landscape subdrain configurations in the medians. Revisions to be reflected on construction bid form. Limits for this scope to be from Corning Ave to Great Mall Pkwy only.

### **Task 6 Reimbursables**

Reimbursable for printing, reproductions, deliveries, and mileage.

**EXHIBIT B-10**  
**FEE SCHEDULE**

**JMH Weiss, Inc.**

The Fees for the listed Tasks are as follows:

<b>TASK 1: Perform Update to Traffic Signal Design</b>	<b>\$ 2,500</b>
<b>TASK 2: Add'l Geotechnical Services for Alt Pavement</b>	<b>\$ 3,900</b>
<b>TASK 3: Perform Rev to Sanitary Sewer Siphon Design</b>	<b>\$ 1,800</b>
<b>TASK 4: VE Revisions</b>	<b>\$ 1,920</b>
<b>TASK 6: Reimbursable</b>	<b>\$ 3,000</b>
<b><u>Total Not to Exceed Fee</u></b>	<b><u>\$ 13,120</u></b>

**EXHIBIT B-10 (cont'd)**  
**HOURLY FEE SCHEDULE**

**JMH Weiss, Inc.**

**TIME AND MATERIALS FEE SCHEDULE: September 30, 2005 To September 30, 2006**

<b><u>Labor Category</u></b>	<b><u>Rate</u></b>
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**Office and Professional**

Principal	\$225/hr.
Senior Engineer/Surveyor	\$150/hr.
Project Engineer/Planner	\$125/hr.
Assistant Engineer/Planner	\$105/hr.
Senior Technician	\$95/hr.
Technician	\$85/hr.
Administrative Assistant	\$75/hr.
Clerical	\$60/hr.
Office Assistant/Courier	\$50/hr.

**Field**

Field Work Supervisor	\$120/hr.
2-Man Field Party (including total station)	\$195/hr.
3-Man Field Party (including total station)	\$250/hr.

**Other**

Overtime Premium	Regular hourly rates plus twenty percent (20%)
Global Positioning System Services (GPS)	Project Specific
Outside Blueprinting	Cost + 10%
Mileage	\$0.49 per mile
Outside Contract Services	Cost, Plus 10%